

Electronic Data Interchange Partnering Agreement

This is an agreement between the parties named below to use Electronic Data Interchange (EDI) technologies and techniques for the purpose(s) and objective(s) set out below or as amended from time to time in writing by mutual agreement and such further purposes and objectives as the parties may agree in writing from time to time with reference to this Agreement.

1. Parties. The parties to this agreement are:
State of Kentucky Office of Workers Claims (*hereafter OWC*);
and _____ (*Partner-Insurance Carrier, Third Party Administrator etc.*) (*hereafter Reporter*).
2. Purpose. Reporter is either required to file or may be allowed by law or regulation to file for itself or on behalf of customers or clients a First Report of Accident, Subsequent Reports and medical bill reports to the Kentucky Office of Workers' Claims. The Objective is to initiate, implement and maintain First Reports, Subsequent Reports and Medical Bill Reports through electronic filing.
3. Both agree that the Objective is lawful and performance hereunder shall be deemed complete performance of the parties' obligations under any law or regulation governing the Objective. This document shall be deemed to fulfill any requirement on the part of the Reporter to apply to OWC or any related governmental entity for permission to file information electronically.
4. Exhibit A which is annexed and incorporated in this Agreement sets forth the following mutually agreed elements of the arrangement between the parties:
 - A. The schedule, form, including data element definitions, and format of data transmissions from the Reporter, including original submissions and corrections or resubmissions as needed (*data transmissions*).
 - B. The test and implementation plan and schedule under which the parties will prepare to send and receive data from each other.
 - C. The schedule, form, including data element definitions, and format of data transmissions from the OWC, including acknowledgments, notices of error or notices of acceptance as applicable (*data transmissions*).
 - D. The Value Added Network (VAN) or other carrier that will be used to transmit and receive data transmissions.
 - E. The allocation of data transmission costs between the parties.

5. Each party shall retain the content of data transmissions in confidence to the extent required by law. Agreed this _____ (*Write out date*) day of _____ (*Write out Month*), _____ (*Numerical Year*) for the parties by their duly authorized or lawfully empowered representatives

(signature)

(name)

(title)

(REPORTER)

(signature)

(name)

(title)

(OWC)

STATE OF KENTUCKY OFFICE OF WORKERS CLAIMS

EXHIBIT A

- A.1. Reporter and OWC agree to use the American National Standards Institute X12N Standards established by the International Association of Industrial Accident Boards and Commissions, where applicable, or the flat file equivalent.
- B.1. The Project will commence with the transmission of the version of the First Report of Injury defined per paragraph C3 below on _____ (*Date*). During the testing phase, the Reporter will **NOT** be required to file paper forms in addition to the electronic transmission of test records.
- B.2. The parties will perform a test of the reporting system. The test will determine whether the transmission mechanism is acceptable. Acceptance will occur when the parties agree that 90% of each electronic report type meet or pass all technical requirements.
- C.1. The format of data elements and definitions will conform to the International Association of Industrial Accident Boards and Commissions (I.A.I.A.B.C.) data dictionary as it is today and is amended from time to time and approved by the I.A.I.A.B.C.'s EDI Working Group and EDI steering Committee or as otherwise agreed between the parties in writing.
- C.2. The transmission of data will occur as agreed upon the Transmission Profile.
- C.3. The data elements for the First Reports, Subsequent Reports and Medical Bill Reports their priority are found on the attached trading partner table. (Attachment 1) Additional tables for other reports and forms can become part of this agreement by mutual agreement between the parties.
- C.4. Any error in transmission will be timely identified by the OWC, but not greater then five (5) business days.
- D.1. Transmission will be accomplished via value added network as agreed between the parties from time to time.
- E.1. Transmission cost shall be paid by the Reporter for all reports being sent to the OWC and for any transmissions to the Reporter.